



Friday, November 04, 2016

Gina W Spearman (GWS)
E-signed 2016-11-06 11:53AM EST
ginas@spearmania.com

Gina Spearman
5450 Claire Rose Lane
Atlanta, GA 30327

Adobe Sign Transaction Number: CBJCHBCAABAAMnkSxbNE4NBmB5gFuzKsE6oeJvWmwyxD

Sent via email: ginas@spearmania.com

RE: OFFER OF EMPLOYMENT

Dear Gina:

Broker Solutions, Inc. dba New American Funding is pleased to offer you a position as a full time **Regional Manager**, in our OLA division, reporting to Jon Reed. We trust that your knowledge, skills and experience will be among our most valuable assets. Should you accept this offer of employment; per company policy you will be eligible to receive the following beginning on your scheduled first day of employment.

Your position with New American Funding will be confirmed by the Human Resources Department upon a Signed Accepted Offer of Employment, completed application for employment, clearance of a background check, and income and reference verifications as well as satisfactory completion of all new hire paperwork. This offer is based upon the following terms and conditions:

Your proposed start date: Tuesday, November 1, 2016.

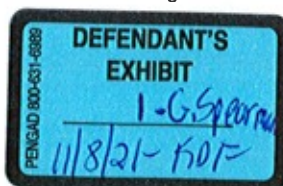
1. **At Will Employment:** All employees are hired for an unspecified duration of time and our employment relationship is not for any specified length. Employment is at the mutual consent of the employee and the company. Accordingly, your employment will be 'at will'. This means that you may end your employment with the Company at any time. It also means that the Company may end your employment at any time, with or without cause or prior notice. The company may change the terms and conditions of your employment, including your position, duties, compensation, benefits, location and/or work schedule. Your status as an 'at will' employee cannot be changed except through a written agreement signed by the CEO, (presently Rick Arvielo) or COO (presently Christy Bunce).
2. **Compensation:** While you are employed with NAF, as an exempt outside sales employee you are eligible to receive the following:
 1. **Salary Compensation:** Manager will be paid salary of **\$1,760.00** bi-weekly to be netted against all earnings.
 2. **Guarantee:** A guarantee of **\$70,000** (the "Guarantee Amount") for the first **twelve (12)** months of employment (the "Guarantee Period"). Guarantee will be payable as follows:

\$35,000 payable on November 18, 2016
\$23,333 payable on December 2, 2016
\$23,333 payable on December 16, 2016
\$23,334 payable on December 30, 2016
\$35,000 payable on January 13, 2017
\$35,000 payable on January 27, 2017
\$35,000 payable on February 10, 2017
\$35,000 payable on February 24, 2017
\$35,000 payable on March 10, 2017
\$35,000 payable on March 24, 2017

\$35,000 payable on April 7, 2017
\$35,000 payable on April 21, 2017
\$35,000 payable on May 5, 2017
\$35,000 payable on May 19, 2017
\$23,333 payable on June 2, 2017
\$23,333 payable on June 16, 2017
\$23,334 payable on June 30, 2017
\$35,000 payable on July 14, 2017
\$35,000 payable on July 28, 2017
\$35,000 payable on August 11, 2017

Employee Initials GWS

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\$35,000 payable on August 25, 2017
\$35,000 payable on September 8, 2017
\$35,000 payable on September 22, 2017

\$35,000 payable on October 6, 2017
\$35,000 payable on October 20, 2017
\$35,000 payable on November 3, 2017

All salary, hourly earnings, any bonuses, commissions and overrides paid during a month in the Guarantee Period will be subtracted from the Guarantee Amount for that month (i.e., the actual guarantee paid will be any shortfall between earnings and the income). The employee will be paid the managers actual salary, any bonus due, commissions and overrides when the earnings exceed the monthly guarantee. Any unpaid guarantee amount will not carry forward to the next month.

Additional Bonus: Gina is being offered a one-time additional bonus offer to cover verifiable COBRA expenses. Gina will need to submit proof of payment for COBRA expenses to Katie Traviglia in Human Resources to be eligible to receive this bonus to reimburse on December 10, 2016.

You must remain actively employed with New American Funding during the entire period you are eligible to receive the guarantee in order to be eligible to receive the guarantee. If you terminate your employment with New American Funding during the Guarantee Period, you will not be eligible to receive future guaranteed payments, but will receive only your earnings for the pay periods actually worked after you terminate. The guarantee is not considered a salary, but is subject to all statutory withholdings.

At the conclusion of your Guarantee Period, you will revert to New American Funding's standard Loan Consultant compensation plan. If for any reason your employment relationship should be terminated, New American Funding will prorate any portion of your guarantee that would be eligible to be paid through your last day of employment.

Guarantees may be rescinded or lowered if any stipulations, production requirements or expectations are not met, as determined by management. You will be given advanced notice of any such change and the Guarantee Amount will be prorated and the change would only apply prospectively.

Amendment to Article 10.1: Gina is being offered an amendment to Article 10.1 of the Regional Manager Agreement. Article 10.1 of the agreement outlines in the event of separation for any reason, Manager shall be compensated up to 30 days after separation less all recoverable advances and Carry-Forwards. New American Funding is offering Gina Spearman 120 days days after separation less all recoverable advances and Carry-Forwards.

3. Manager Agreements: Gina is eligible to receive a Regional Manager Override. (Outlined in Schedule 1 – Regional Manager Agreement)

Kelly and Gina are eligible to receive compensation differential of up to 140 bps maximum compensation on all self-generated loans and house accounts as well as 75 bps maximum compensation on brokered loans compensation on all their direct reports. Kelly and Gina will split the compensation differential with 70% to Kelly and 30% to Gina. Kelly Morrison will be responsible for notifying accounting of the 70/30 split each pay period.

Employee Initials

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1000 WILSON ROAD, SUITE 100
DALLAS, TX 75203
(214) 415-1111



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ginas@spearmania.com

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4. **Non-Solicit Agreement:** New American Funding's Non-Solicit Agreement, included in Section 3 of the Non-Disclosure Agreement Covenant Not to Compete Policy, will not be in effect with the initial team of individuals that are on boarded with Kelly Morrison and Gina Spearman during the transition to New American Funding. The list of individuals will be developed and agreed upon by NAF, Kelly and Gina within the first 30 days of hire.

5. **Stipulations and Minimum Production Requirements:**

Loan Consultant is expected to meet the minimum monthly production requirements as outlined in the Loan Consultant agreement. During the initial period of employment, Loan consultant is expected to meet the monthly origination and funding requirements shown below:

Monthly Funded Volume Requirements:

Month 5	Kelly and Gina's division is expected to fund a minimum of \$50,000,000 per month by the 5 th month of employment.
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6. **Production:** Each Loan Consultant is expected to fund a minimum of two (2) loans per month or six (6) loans per quarter. New American Funding expects that you will turn in complete files and follow all company Rules and Compliance regulations.

New American Funding Licensing Guidelines:

Step 1	Complete Pre Licensing Education
Step 2	Pass State SAFE Test and Pass National SAFE Test
Step 3	Complete any Remaining Licensing Requirements
Step 4	Receive MLO License from State Agency

Only a fully licensed Loan Consultant may perform the following actions:

- Take a loan application by phone, face-to-face interview or any other means
- Discuss or negotiate with a customer the terms or conditions of a loan
- Quote rates to a customer
- Lock a loan
- Access New American Funding loan origination software
- Advertise or market yourself as a licensed mortgage loan originator
- Engage in any type of loan origination activities as defined by New American Funding or any State or Federal regulatory agency

4. **Benefits:** After 30 days, Gina and all employees (excluding part time) she brings to American Funding will receive all standard New American Funding benefits as described in the New American Funding Employee Handbook, including following: Health, dental, vision and participation in the company's 401K. The information detailing the medical, dental and vision and all other health benefit programs

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14541 BAYVIEW ROAD, SUITE 100
LOS ANGELES, CA 90044
800-450-2016

Revised 3/4/2016



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ginas@spearmania.com

Gina Spearman

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offered by New American Funding will be provided in a separate document. Please note that any questions you have pertaining to the health benefits options available or the Worker Compensation plans at New American Funding should be directed to the NAF Benefits department.

Please note that any questions you have pertaining to the health benefits options available or the Worker Compensation plans at New American Funding should be directed to the NAF Benefits department.

You may reach the benefits department by emailing nafbenefits@nafinc.com. Please note that all benefit applications will be submitted online via the ADP portal and are due no later than the 10th of the month in order to be processed. Failing to submit your application in time may result in a delay in processing or a denial by the carrier.

To the extent that you have entered into any agreements with prior employers that contain provisions to which you remain legally bound, you will agree to abide by all such obligations, and provide the Company with a copy of any such provisions to the extent permitted by your prior Company. This includes, but is not necessarily limited to, any confidentiality and proprietary information provisions. The Company strictly prohibits violation of statutory trade secret laws and lawful contractual obligations. You represent that you have no agreements with or obligations to others that may be in conflict with your employment obligations in this offer letter. If you have any agreements or obligations that are in conflict with your employment please notify Human Resources Department.

NAF Expectation Regarding Non-Solicitation of Employees or Customers of Current Employer (defined as any employer employing you during your application and transition to NAF and prior to beginning employment at NAF).

You understand that New American Funding maintains and expects strict compliance with its Non-Solicitation of Employees and Customers of you Current Employer during your transition to New American Funding. Your offer of employment is contingent upon your willingness to abide by the following rules in transitioning from your current employer to New American Funding:

- 1) Do not solicit any current employees of your employer. Once you give notice regarding your departure, you can disclose your departure to other employee but you are prohibited from soliciting or referring employees to consider employment at New American Funding.
- 2) Do not solicit consumers/customers of your employer. Consumers/customers belonging to your employer refers to any consumer who has submitted a written loan inquiry or a residential mortgage loan application to your employer.
- 3) Do not submit a loan inquiry, loan applications or any related borrower information to NAF prior to your employment start date at New American Funding.
- 4) Do not download, copy or otherwise take customer lists or customer information belonging to your Current Employer off the premise of your employer (no email, outlook contact lists, etc. can be taken off premises).
- 5) If employees of your Current Employer have questions about employment opportunities at NAF, refer them to New American Funding Job website (reference info above) or to send an email to recruiters@nafinc.com.

Employee Initials

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10000 WOODBURN ROAD, SUITE 100
DALLAS, TX 75243
972.350.0001

Revised 3/4/2016



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Employees, regardless of position are not entitled or authorized to enter into any contracts or agreements written or verbal on behalf of Broker Solutions Inc., DBA New American Funding for any kind of product or service under any exception. All branch, and or corporate services are to be signed off by Rick Arvielo, Patty Arvielo and Christy Bunce. Failing to adhere to this policy will result in disciplinary action up to and including termination.

Please note that all offers of employment are conditioned upon the following: (a) satisfactory completion of reference and/or background checks (which may include a criminal background check); (b) completion of an I-9 form, which requires submission of valid, original documents that confirm your identity and authorization to work in the United States (a complete list of acceptable documents is available from Human Resources and includes but not limited to a current driver license and social security card or passport) within the first three days of employment, please note that failure to submit appropriate and required documentation within the established guidelines will result in your immediate termination; and (c) your written agreement to abide by the Company's policies and procedures as outlined in the Employee Handbook and other personnel documents that you will receive at the beginning of, and throughout, your employment with the Company.

You also agree to maintain in confidence any confidential information, trade secrets, or proprietary data which you learn or have access to during the course of employment (hereinafter referred to as 'Confidential Information'). This includes but is not limited to employee information, inventions, innovations, processes, research, reports, market studies and plans, customer and/or supplier information or any other confidential technical or business information. During your course of employment, or unless authorized by New American Funding, you will not use, sell, publish, make copies of, or disclose such Confidential Information to any other person or company. Upon termination of your employment, you shall deliver to New American Funding all written, electronic, and other company materials which are within your custody or control.

This letter contains the entire agreement with respect to your employment. It supersedes any and all other representations or statements that may have been made, either verbally or in writing, with respect to the terms and conditions begin offered by the Company. When signed by you, this offer letter will be considered a written agreement with respect to the subject matter contained in this letter. By your signature below, you acknowledge and agree that no other offers, representations, inducements or promises have been made by the Company that are not included in this letter, and that you understand that no other offer, representations, inducements or promises not included in this letter are valid or binding. The material terms of your employment as set out in this letter may not be modified or amended by verbal agreement or course of conduct, but only by a written agreement presented by Human Resources, COO (presently Christy Bunce) or CEO (presently Rick Arvielo).

Employee Initials

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NEW AMERICAN FUNDING, INC.
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Revised 3/4/2016



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To accept this offer:

1. Sign and date this offer of employment letter where indicated below. (All offers are conditional, based on successful completion of background check.)
2. Email or fax the signed offer with required HR forms included in this email to:
katie.traviglia@nafinc.com or Fax: (949) 825-8245.

To decline this offer:

1. Email or fax your response to katie.traviglia@nafinc.com or Fax: (949) 825-8245.

On behalf of the entire team at New American Funding, we would like to congratulate you on this opportunity. We at NAF hope that you'll accept this offer of employment and look forward to welcoming you aboard. If you have any questions, please feel free to contact me.

Sincerely,

Katie Traviglia

Katie Traviglia
Human Resources Director

Employee Initials

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1001 EAST BAYVIEW ROAD, SUITE 100
FARMERS BRANCH, TEXAS 75440
(949) 825-8245



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ginas@spearmania.com

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In order to have your license sponsored and become an active employee with NAF, you must email our licensing department at licensing@nafinc.com. This email is to be sent on your first day of employment and must state that you have resigned from your previous employment and you want NAF to submit our sponsorship request for your license(s). This email must also include your NMLS number, and accurate NMLS log in information. You must be sponsored by NAF to be employed. Please note, a sponsorship request will not be submitted until you email our licensing department.

This offer of employment is valid, executable, and must be received by the Human Resources Department within five (5) calendar days from the date of this offer letter. After five (5) calendar days from the date of this offer letter, this offer becomes null and void.

I acknowledge that this offer of employment supersedes all prior written or verbal communication concerning any of the terms of hire for the position and I acknowledge that there are no verbal understandings whatsoever that differ from this offer.

Acceptance of Offer of Employment:

By signing and dating this letter below, I accept the offer of employment from New American Funding.

Signature: Gina W Spearman Date: Nov 6, 2016
Gina W Spearman (Nov 6, 2016)

Decline Offer of Employment:

By signing and dating below, I decline the offer of employment from New American Funding.

Signature: _____ Date: _____

Acknowledged:

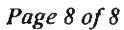
Dated: 11/6/2016 By: Enika Del Real Title: HR. ASSISTANT

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Revised 3/4/2016